

# Terms of Service

**Effective: October 16th, 2017**

Thanks for using Kami. These terms of service ("Terms") outline your use and access to the services, client software and websites ("Services") provided by Kami Limited.

Our [Privacy Policy](#) explains how we collect and use your information, while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms and to review Kami's [Privacy](#) and [Acceptable Use policies](#). If you're using our Services for an organization or institution, you're agreeing to these Terms on behalf of that organization.

## Your License to use our Services

Subject to the terms and conditions of this Agreement and any agreement entered into by your organization relating to the Services, Kami grants you a limited, non-exclusive, non-transferable, license to access and use the Services. You shall not (a) copy the Services or any part, feature, function or user interface thereof (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (c) attempt to gain unauthorized access to the Services or its related systems or networks; and (d) reverse engineer the Services (to the extent such restriction is permitted by law).

## Privacy

Kami's current Privacy Policy (located at [www.kamiapp.com/privacy-policy](http://www.kamiapp.com/privacy-policy)) is incorporated herein by reference and made part of this Agreement. You understand that through your use of our Services, you consent to the collection and use (as set forth in this Agreement, the Privacy Policy and any agreement entered into by your institution relating to the Services) of your information for hosting, processing and use by Kami.

# Your Files & Your Permissions

When you use our Services, you provide us with your files ("Your Files"). Your Files are yours. These Terms don't give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things, like hosting Your Files, backing it up, and sharing it when you ask us to. Our Services also provide you with features like thumbnails, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Files. You give us permission to do those things, and this permission extends to trusted third parties we work with.

## Sharing Your Files

Our Services let you share Your Files with others, so please think carefully about what you share.

## Your Responsibilities

You're responsible for your conduct, Your Files and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

Finally, our Services are only intended for use by people over the age of 13; except for educational use, which comes with an appropriate

COPPA & FERPA-compliant [student data privacy policy](#). By using our Services, you are representing to us that you're over 13 years of age, or have been granted approved access to our Services by your school or parents.

## Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, non-exclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## Our Files

The Services are protected by copyright, trademark, and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Kami trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

### Copyright Agent

Kami Limited

Level 1, 214 Karangahape Road

Auckland 1010  
New Zealand  
copyright@kami.com

## **Paid Accounts**

**Billing** – You can increase your storage space and add paid features to your account (turning your account into a "Premium Account"). We'll automatically bill you from the date you convert to a Premium Account and on each periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

## **Downgrades**

Your Premium Account will remain in effect until it's canceled by you or terminated by Kami under these Terms. If you don't pay for your Premium Account on time, we reserve the right to suspend it or downgrade your access to Kami tools that are only available to Premium Accounts.

## **Changes**

Kami may change the fees in effect but will give you notice of these changes at least seven working days prior via private message to the email address associated with your account.

## **Using Kami for Business**

If you join a "Kami for Business" account, you must use it in compliance with your employer's terms and policies. Please note that Kami for Business accounts are subject to your employer's control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Kami for Business account. They may also be able to restrict or terminate your access to a Kami for Business account. If you convert an existing Kami account into a Kami for Business account, your administrators may prevent you from later disassociating your account from the Kami for Business account.

# Termination of Services

You have the choice to stop using our Services at any time. We reserve the right to suspend or end the Services at any time at our discretion and without notice, if you are not complying with Kami's Terms of Services, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for paid accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll provide you with notice via the email address associated with your account before we do so.

## Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. **To the fullest extent permitted by law, Kami, its affiliates, suppliers, and distributors make no warranties, either express or implied, about the services. the services are provided "AS IS" we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.** Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

## Indemnification

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Kami and Kami's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from your breach of this Agreement or your use of the Products (except for any gross negligence on the part of Kami).

## Limitation of Liability

To the fullest extent permitted by law, in no event will Kami, its affiliates, suppliers or distributors be liable for; **(a)** any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not Kami has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose, and **(b)** aggregate liability for all claims relating to the services more than the greater of \$20 or the amounts paid by you to Kami for the past 12 months of the services in question. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

## **Digital Millennium Copyright Act Notice**

We respect the intellectual property rights of others and require that the people who use the Products do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to our Copyright Agent whose contact information is provided below:

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
4. A statement by you that you have a good faith belief that the

disputed use is not authorized by the copyright owner, its agent, or the law;

5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and

6. A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Attention: Contracts Department

Address: 340 S Lemon Ave 9019, Walnut CA 91789, USA, or  
214 Karangahape Road, Auckland 1010, New Zealand

Phone: +1 (415) 799-7207

Email: [help@kamiapp.com](mailto:help@kamiapp.com)

## Resolving Disputes

**Let's Try To Sort Things Out First** – We want to address your concerns without needing a formal legal case. Before filing a claim against Kami, you agree to try to resolve the dispute informally by contacting [dispute-notice@kamiapp.com](mailto:dispute-notice@kamiapp.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Kami may bring a formal proceeding.

**We Both Agree To Arbitrate** – You and Kami agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

**Opt-out of Agreement to Arbitrate** – You can decline this agreement to arbitrate by clicking [here](#) and submitting the opt-out form within 30 days of first accepting these Terms.

**Arbitration Procedures** – The arbitration will be held in New Zealand, or any other location we agree to.

**Exceptions to Agreement to Arbitrate** – Either you or Kami may assert claims, if they qualify, in small claims court in New Zealand. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**Judicial forum for disputes** – In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kami agree that any judicial proceeding (other than small claims actions) will be brought in the courts of New Zealand. Both you and Kami consent to venue and personal jurisdiction there.

## **Force Majeure**

Kami shall not be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

## **Waiver and Severability**

Waiver by Kami of any default or breach by you of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect. No Third Party



Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

## **No Third Party Beneficiaries**

The parties do not intend to confer any right or remedy on any third party.

## **Controlling Law**

These Terms will be governed by New Zealand law except for its conflicts of laws principles.

## **Entire Agreement**

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

## **Waiver, Severability & Assignment**

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights. Kami's failure to enforce

a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Kami may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

- **Company**
  - About Us
  - Blog
  - Careers
  - Brand Guidelines (soon)
  - Media (soon)
  - Events
- **Product**
  - Why Kami
  - Pricing
  - Request Quote
  - Kami and Google
  - Integrations
  - Non-Education
- **Resources**
  - Media Resources
  - Case Studies
  - Help Center
  - Terms of Service

Privacy Policy  
API Terms of Use

- **Community**

Kami Heroes

Follow us on Facebook

Follow us on Twitter

Behind the Scenes on Instagram

Watch our videos on Youtube

**#KAMIFORSCHOOLS**

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I've taken care of that for you. Your free license is now deployed across the [boone.kyschools.us](https://boone.kyschools.us) school domain to expire on April 30th, but we can extend this if necessary! This means that anyone who signs up to Kami with a [@boone.kyschools.us](mailto:@boone.kyschools.us) email address will be automatically added to your license. If there are any other email domains that your students and teachers use please let me know and I can add them as well.

With the fully licensed Kami application, you will be able to take advantage of:

- The Google Classroom integration to seamlessly assign any document type to be worked on in Kami online and students are able to turn in their completed schoolwork out of Kami right back into Google Classroom.
- Kami enables teamwork and caching through collaborative annotation and discussion. You can retain the classroom learning environment online.
- The embedded audio and video comment tools, so teachers and students can discuss problems or deliver instructions or feedback.
- The signature tool, so documents can be signed and returned if you don't have a printer at home.

Here's a "How-To" article on our Knowledgebase, showing how you can use Kami for Remote Learning, including a link to a demo video <https://help.kamiapp.com/en/articles/3771502-using-kami-for-remote-learning>.

If you would like to book a PD session with us to help get you up and running there is a link to our Calendar here: <https://calendly.com/aden/availability-for-pd>. We have [introductory](#) and [advanced](#) video guides on using Kami for Remote Learning.

We hope this helps - but let us know if you need any further assistance, or help onboarding new users - this is completely free! contact [support@kamiapp.com](mailto:support@kamiapp.com)

And remember to install the Kami Chrome extension to use the Google Classroom integration.

Finally, **please SHARE our free offer with any other teachers and schools you know in your area** who could benefit from implementing a remote classroom using Kami - We want to help!